

EXHIBIT E

Intrastate Restrictions on Local Calling Rates

Exhibit E-1

North Carolina

Contents

- NC Public Utilities Commission Rules Excerpt
- Excerpt from Carteret County, NC Contract with Pay Tel

NC Public Utilities Commission Rules Excerpt

Rule R13-9(d). Disconnection, Denial, and Billing of Telephone Service.

Rule R13-9(d) is rewritten to read as follows:

0+ Local Automated Collect Station-to-Station. The recipient of a local automated collect station-to-station call may not be charged more for the call than would have been charged by Windstream Concord Telephone, Inc. for a local collect station-to-station call.

**The current rate for local collect station-to-station calls from
Windstream Concord Telephone is \$1.71 per call.**

Excerpt from Carteret County, NC Contract with Pay Tel

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this ~~21st~~ ^{22nd} day of ~~September~~ ^{October} 2006 by and between Carteret County of the one part, hereinafter collectively "County," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, County and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, County understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 County warrants that they have the exclusive authority over the premises in order to enter into this Agreement. County further warrants that they have the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of four (4) years from that date. This Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, County shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement County commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for the County as to all inmate telecommunication Services upon the Premises. In this regard, County agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.2 County shall not be responsible for any losses due to fraudulent calls. County agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 County acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and County agrees that no action will be taken unreasonably to impede such usage.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises. Pay Tel will provide to the Sheriff the ability to monitor and record inmate calls using two (2) administrative workstations.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the County and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the North Carolina Public Utilities Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and County hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. County will provide space and a dedicated 24-hour 120-volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 County hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator-assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the North Carolina Public Utilities Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by County to be personal property and not fixtures and it is the express intention of both County and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. County shall notify Pay Tel of any malfunctions or loss of equipment.

Exhibit E-2

Georgia

Contents

- Georgia Public Service Commission Rules Excerpt
- Excerpt from Bartow County, GA Contract with Pay Tel

Georgia Public Service Commission Rules Excerpt

515-12-1-.30 Institutional Telecommunication Services.

(1) Definitions:

(a) "Institution" is any type of confinement or correction facility, such as a prison, jail, work farm or detention center.

(b) "Institutional Telecommunication Services" are telephone services provided at an institution for use by inmates in making collect only or debit system calls.

(c) "Customer" is the billed party that agrees to accept and pay for institutional telecommunication services.

(d) "Positive Response" is a pulse or tone generated response and/ or verbal response initiated by the customer to accept responsibility for payment of institutional telecommunication services. No other method may be used in confirming a call (i.e., time outs that automatically complete the call if nothing is done or wrong number(s) are entered or the inability of called party instrument (telephone) and so on).

(2) All institutional service providers must obtain a certificate of authority from the Commission in order to lawfully provide Institutional Telecommunication Services. Holders of Regular Certificates of Authority for the provision of Institutional Telecommunication Services, as of the date of adoption of these rules, shall be exempt from filing an application to provide institutional telecommunication services but are not exempt from filing tariffs for the provision of Institutional Telecommunication Services.

(3) Each institutional service provider shall separately file a list of those institutions with which it has contracted to provide service. Such information may be filed under the Trade Secret provisions of this Commission.

(4) The institutional service provider's list of institutions at which it is providing service shall be updated annually with such update being due on or before January 31 of each year. Such information may be filed under the Trade Secret provisions of this Commission.

(5) All institutional service providers must file tariffs with the Commission which set forth the services provided and the charges for those services.

(6) The surcharge and rate charged the customer for any local (intraLATA/interLATA) collect call shall not exceed the currently effective caps ordered by the Commission for this type of call.

(7) The surcharge and per minute rate charged the customer for any intraLATA toll collect call shall not exceed the currently effective caps ordered by the Commission for this type of call.

(8) The surcharge and per minute rate charged the customer for any interLATA toll collect call shall not exceed the currently effective caps ordered by the Commission for this type of call.

Docket No. 18870-U

In Re: Institutional Telecommunication Services

I. Background

On May 4, 2004, the Georgia Public Service Commission ("Commission") voted to reject a proposed rule related to Institutional Telecommunications Service ("ITS"). The proposed rule, *inter alia*, sought to prohibit ITS providers from charging for collect calls from prisons, jails, and other detention facilities in excess of the rates charged for other collect calls placed within the State of Georgia, as well as from giving any commissions in any form back to any prisons, jails other detention facilities or their operating governmental authorities. (Proposed Rule 515-12-1-.30(21)(a)(c). In voting to reject the proposed rule, the Commission noted that rather than address ITS rates through a rulemaking, it would be more appropriate to initiate a contested case proceeding to examine the rates charged for ITS.

On May 19, 2004, the Commission initiated this proceeding to determine just and reasonable rates for ITS. Pursuant to Commission Rule 515-12-1-.30(1)(a), "institution" means any type of confinement or correction facility, such as a prison, jail, work farm or detention center. The "customer" is "the billed party that agrees to accept and pay for institutional telecommunication services." Commission Rule 515-12-1-.30(1)(c). Therefore, the "customer" in this context may be a party that is not incarcerated, but rather, has a connection to the incarcerated person.

In Docket No. 14530-U, the Commission addressed a number of issues including the rates to be charged for ITS. The Commission capped the surcharge and rate for local collect ITS at a \$2.20 surcharge plus \$.50 local coin rate per call. The Commission also capped the surcharge and per minute rate for intraLATA ITS at \$2.20 plus \$.24 (day) and \$.192 (evening/night/weekend) for intraLATA calls. In addition, the Commission capped the surcharge and rate for interLATA ITS at \$2.20 plus \$.35 per minute per call as of the date of this order.

The authority and jurisdiction conferred upon the Georgia Public Service Commission to take such action is contained in O.C.G.A. §§ 46-2-20, 46-2-21, 46-2-23, 46-2-24, and 46-2-25, as well as in accordance with the Georgia Administrative Procedure Act, O.C.G.A. Ch. 13, Title 50, and the Rules and Regulations of the Commission. Of these authorities, O.C.G.A. §

Commission Order
Docket No. 18870-U
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b. Notice to Customers

The first issue on notification to customers is whether customers should be required to respond to a prompt in order to hear a price quote or whether the customer should be informed each time. An inmate may call the same phone number more than one time, but the recipient may not always be the same. Requiring the price quote on every call is the best way to ensure that the customer is aware of the price for the call. The Commission finds that in order to ensure adequate notice to customers, it is necessary to require ITS providers to provide price quotes up front (without the call recipient having to respond to a prompt) to call recipients on every call for at least thirty days following any rate change.

The second issue is what the price quote should include. The parties were in general agreement on this issue. The Commission finds that a price quote should include, at minimum, the price of the first minute and the price of every additional minute of the call.

4. Deceptive Practices

The parties informed the Commission of various deceptive practices that may take place within the context of ITS. The Commission agrees that such actions do constitute deceptive practices, and would be a violation of a carrier's certificate of authority.

III. ORDERING PARAGRAPHS

The Commission finds and concludes that the issues stated above should be resolved in accord with the terms and conditions as discussed in the preceding sections of this Order.

WHEREFORE IT IS ORDERED, that all findings, conclusions, statements, and directives made by the Commission and contained in the foregoing sections of this Order are hereby adopted as findings of fact, conclusions of law, statements of regulatory policy, and Orders of this Commission.

ORDERED FURTHER, that the surcharge and rate for local collect intraLATA/interLATA ITS shall be capped at a \$2.20 surcharge plus \$.50 coin rate per call.

ORDERED FURTHER, that the surcharge and per minute rate for intraLATA ITS shall be capped at \$2.20 plus \$.24 (day) and \$.192 (evening/night/weekend) for intraLATA calls.

ORDERED FURTHER, that the surcharge and rate for interLATA ITS shall be capped at \$2.20 plus \$.35 per minute per call as of the date of this order.

ORDERED FURTHER, that any provider wishing to increase its charges for ITS must file a petition with the Commission along with cost justification for the increase. The Commission must approve the new rate prior to implementation.

Excerpt from Bartow County, Georgia Contract with Pay Tel

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 28 day of June, 2002 by and between Bartow County and the Sheriff of Bartow County of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 Sheriff acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and Sheriff agrees that no action will be taken unreasonably to impede such usage.

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5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Georgia Public Service Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and a dedicated 24-hour 120-volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the Georgia Public Service Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.

Exhibit E-3

Virginia

Contents

- RFP Excerpt - Fauquier County, VA
- RFP Excerpt - Roanoke County, VA
- RFP Excerpt - Albemarle-Charlottesville Regional Jail, VA
- Excerpt from Page County, Virginia Contract with Pay Tel
- AT&T Prison Collect Local Call Rate (Tariff)
- Verizon Virginia Current Local Rate (Tariff)
- Central Telephone of Virginia Local Rate (Tariff)
- United Telephone Southeast LLC (Tariff)

RFP Excerpt - Fauquier County, VA

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: March 29, 2001 **RFP: #73-01kh**

TITLE: Inmate Calling Services

ISSUED BY: Fauquier County Government and Public Schools (County)
Procurement Division
10 Hotel Street
Warrenton, VA 20186

Using Department: Fauquier County Adult Detention Center
50 Lee Street
Warrenton, VA 20186

Optional Pre-Proposal Conference: A pre-proposal conference will be held on Wednesday, April 11, 2001 at 10:00 a.m. See page 5, paragraph 3.0 herein.

Period of Contract: June 1, 2001 through May 31, 2004 with the option to renew for three (3) additional one year periods (Reference page 7, paragraph 6.0).

Sealed Proposals Will Be Received Until 3:00 p.m., April 27, 2001 For Furnishing the Services Described Herein.

All Inquiries For Information Should Be Directed To: Kathie Haggerty, CPPB, Phone: (540) 347-8629, e-mail kehaggerty@co.fauquier.va.us.

IF PROPOSALS ARE MAILED SEND DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: 10 HOTEL STREET, 3rd FLOOR, ROOM 317.

In compliance with this Request for Proposal and all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____

(signature in ink)

Name: _____

Zip Code: _____

Title: _____

Federal ID No.: _____

Phone/Fax No.: _____

CERTIFICATION PAGE RETURN THIS PAGE WITH PROPOSAL SUBMISSION

RFP#73-01kh

1

- 2.10 Contractor shall provide toll free calls to the Fauquier County Public Defender and the Fauquier County Probation Department and others, to be added at the request of the County, at no additional charge.
- 2.11 Contractor shall provide automatic on-off capability on all payphones easily accessible to facility staff.
- 2.12 Offeror shall provide information concerning three (3) way calling detection and disconnect feature. The system should have the proven capability to detect three-way conference calling fraud for both local and long distance conference calls. Once detected, the system should have the capability to automatically disconnect the call.

FRAUD: It shall be understood and accepted that cases of fraud shall not affect revenues or the level of commissions paid to the Correctional Facility, nor shall the Correctional Facility be held otherwise accountable for fraud or uncollectible calls placed by inmates and accepted by outsiders.

Where fraud is documented as arising from a specific inmate(s), the County will make every reasonable effort to compensate for all losses by requiring the inmate(s) to pay restitution.

- 2.13 Contractor shall provide TOTAL INCOMING CALL RESTRICTION. All 1-800, 1-888, 1-900, 911, 411, credit card calls, person-to-person calls, public information numbers (555-1212), public pay phones, and third party calls shall be prohibited. The most advanced fraud protection features should be installed and provisions made to upgrade, as new technology becomes available.
- 2.14 Telephone system shall have the capability of assigning PIN numbers to inmates for phone use.
- 2.15 Contractor must provide monthly call detail information to the Sheriff's Office.
- 2.16 Offeror must have experience in the inmate market and should supply a list of customers that they do business with.
- 2.17 Offeror should be financially secure and possess the necessary resources to provide the services as detailed in this RFP.
- 2.18 Offeror shall provide "Exact Rates" on all intra-lata calls.
- 2.19 Offeror shall provide "Exact Rates" on all inter-lata calls as the predominate long distance carrier.
- 2.20 Contractor shall pay to the Fauquier County Adult Detention Center, once per month, a flat percentage commission fee paid on total gross revenues, not on collected revenues (intra-lata and inter-lata included). Offeror shall state minimum percentage of gross revenues to be provided the County in proposal.
- 2.21 Contractor shall supply three (3) System Operating Manuals, along with twenty-four (24) hours of training time (and refreshers, as needed) for operations personnel on the systems. Training schedule is to be agreeable to the Correctional Facility.
- 2.22 Contractor is to coordinate installation and removal of system, including cabling if necessary, at both the beginning and end of the contract, at no additional cost, with limited interruption of service. The existing cabling may be transferred to the new provider if an arrangement can be made with the present provider. Any switchover is to take place between the hours of 10 p.m., and 6 a.m., and with the approval of authorized personnel of the Correctional Facility.
- 2.23 Contractor is to transfer the following stored electronic data to the Correctional Facility on an electronic disk prior to the end of the contract: blocked telephone numbers; inmate PIN numbers (if in use); and free call numbers.
- 2.24 Contractor shall agree that the rates charged for inmate calls shall not exceed the Dominant Carrier rates (Bell Atlantic for Local and Intra-lata, AT&T for InterLata and Long Distance). These rates will be used for Days, Evenings, and Nights/Weekends. Rate changes are allowed per the Public Service Commission and the Federal Communications Commission.
- 2.25 The following is an average call volume for the Fauquier County Adult Detention Center on the current telephone system. This information is based on completed calls over the last six months. This historical

RFP Excerpt Roanoke County RFP



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Pat Chockley, Buyer
P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
(540) 772-2061 ext. 307
(540) 561-2829(FAX)

INVITATION TO PROPOSE

RFP CP # 0435

for

Inmate Phone System

**Pre-Proposal Conference will be held at the Roanoke County-Salem Jail Facility
on Thursday, December 4, 2003 at 9:00 am.**

One (1) Original and two (2) complete copies of Sealed Proposals Due

December 19, 2003

2:00 PM
(Local Prevailing Time)

and the telephone instruments, internal lines, and dial tone access to the local and long distance networks.

(5) Call to be Billable Only to Called Party The system must allow only collect calls to be placed from inmate phone stations, with the exception of specified calls from inmates to attorneys and public defender offices as authorized by the correctional facility administration. The system, before placing an inmate dialed call outbound, must verify with the Line Identification Data Base (LIDB) that the call is being placed to a telephone line that can accept collect calls. The system must not complete calls to pay telephones, answering machines, cellular telephones, or to subscribers whose telephone service does not include acceptance of collect calls.

(6) Automatic Control System Limiting Phone Use to Specific Hours The system must provide for automatic enabling and disabling of inmate phones at certain hours of the day. The system must provide for control of all inmate stations, either individually, in groupings, or for the entire system as a whole. Using IPIN technology, the times for telephone usage of individual inmates, inmates may be further restricted in their use of the telephone, and may be restricted in placing calls to designated parties by day and time of day.

(7) Master Control for Disabling Inmate Telephone Stations A control panel with "kill switches" shall be installed at a location to be determined by the jail administrator, which will allow correctional officers to turn off or on individual inmate telephones by use of a manual switch to each telephone line.

(8) On-Site System Administration The vendor chosen shall assign a system administrator to monitor and operate the inmate phone control system at the jail. The system administrator will be available on-site or by telephone during normal business hours of the jail. The system administrator will monitor operations of the system, make adjustments and repairs to the equipment as necessary; will notify repair service of any telephone problems or outages; will administer the IPIN system; will prepare reports as requested by the jail administrator; and will respond to questions and complaints about the inmate telephone service from inmates, jail staff, and the public. The system administrator services shall be provided by the vendor at no cost to the jail. If the system administrator's primary work location is not in the jail, he or she must have a primary work location that will permit travel to the jail when necessary within two hours during a normal business day.

(9) Direct Dialed Calls to Approved Numbers The system shall allow the jail administrator to authorize direct non-collect local calls to specified attorneys, probation and parole officers, and to the public defender office. The administrator may limit the times these calls are to be placed, the number of minutes allowed for calls, and the specific numbers allowed on the basis of IPIN lists.

(10) Telephone Charge Rates The rates charged for local, intra-lata and inter-lata calls shall not exceed the rates charged by Verizon and AT&T for operator-assisted station-to-station collect calls. Vendors will be required to provide proposed rates to several locations by time of day.

(11) System Evaluation and Upgrades The vendor will, at least annually, meet with representatives of the jail to review the adequacy and operation of the inmate telephone control system; and will, at no charge to the jail, provide whatever system upgrades or enhancements that have become a part of the vendor's inmate telephone control system

**Request for Proposal
For
Inmate Telephone Service**

RFP #2005-08023-01

**Albemarle-Charlottesville Regional Jail
Charlottesville, Virginia**

Release Date: July 5, 2005

Response Deadline: August 5, 2005

IV. Compensation

The Vendor shall pay commissions calculated on all Gross Revenues generated by and through the ITS including collect, debit, and pre-paid inmate calls placed from the inmate telephone equipment located at the facility. Gross Revenue includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues and any and all additional charges and fees generated by completion of all collect, debit, and pre-paid calls from Vendor's inmate telephones. Pre-paid calls include, but are not limited to, those calls completed by using a pre-paid card as well as all calls which have been pre-paid by any person or entity and by any method of payment. Vendor shall pay commission on the Gross Revenues before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Vendor expenses. A collect call is deemed to be complete and commission due when the called party accepts the call regardless if the Vendor can bill or collect the revenue on the collect call. A debit call is deemed to be complete and commission due when a connection is made between the inmate and the called party even if such connection is established by automated machine pick-up. A pre-paid call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection be established by positive acceptance or by live or automated (i.e. answering machine) pick-up. Commission shall be due ACRJ upon ACRJ's purchase of pre-paid cards from Vendor. Additionally, ACRJ shall not be liable for any of Vendor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

Any deviation from this process shall automatically cause the Vendor to forfeit their Surety Bond as defined in **Section III. Required Bid Bond**.

V. Rate Requirements

The Vendor shall provide rates that mirror or are lower than the dominant carrier rates.

The Vendor shall submit a request in writing to receive approval from ACRJ for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. ACRJ will respond in writing to Vendor's request. Should Vendor decrease the calling rates without the express written approval of ACRJ, the Vendor shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Vendor increase the calling rates without the express written approval of ACRJ, Vendor must issue credits to all customers that are overcharged. No commission refund shall be due from ACRJ to Vendor for unapproved rate increases.

The Vendor shall implement any rate adjustments requested by ACRJ within four (4) days of said request, subject to regulatory approval.

The Vendor shall detail any and all additional charges and fees that will be assessed for all collect, debit, and pre-paid inmate telephone calls. Additional charges and fees must be included with the Vendor's rate proposal submitted for ACRJ.

Excerpt from Page County, VA Contract with Pay Tel

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 8 day of May, 1998 by and between **Page County** and the **Sheriff of Page County** of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence on the date first written above and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive six (6) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 Sheriff acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and Sheriff agrees that no action will be taken unreasonably to impede such usage.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Virginia State Corporation Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and 24-hour 120v electrical power to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the Virginia State Corporation Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Sheriff shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

AT&T Virginia Prison Collect Call Rate: Total \$1.25 per Call

AT&T COMMUNICATIONS OF VIRGINIA, LLC

S.C.C.-VA.-NO. 9A

LOCAL EXCHANGE SERVICES TARIFF

ISSUED: DECEMBER 1, 2005

RATE SCHEDULE-SECTION 13

EFFECTIVE: DECEMBER 2, 2005

ORIGINAL PAGE 1

13. AT&T PRISON COLLECT LOCAL SERVICE

13.2 RATES AND CHARGES

A. Charges

AT&T Prison Collect Local Service includes usage charges and a Service Charge per call. Charges are based on per minute of use. Calls can be placed Station-to-Station and Person-to Person.

B. Rates

1. Station-to-Station

a. Usage rate

- Per Minute \$0.75

b. Surcharge

- Per Call \$0.50

2. Person-to-Person

a. Usage rate

- Per Minute \$1.50

b. Surcharge

- Per Call \$0.50

C. Optional Rate Schedule

Local

a. Station to Station

- Per Call \$1.25

Verizon Virginia Local Call Rate - Total \$1.00 per Local Collect Call

LOCAL EXCHANGE SERVICES TARIFF S.C.C.-Va.-No. 202

Verizon Virginia LLC

Section 2
Original Page 35

LOCAL EXCHANGE SERVICE

C. RATES (Cont'd)

3. Usage Charges (Cont'd)

c. Pay Telephone Lines*

1. Message Rate Charges for Calls over the Allowance for Dial Tone Lines with a Limited Monthly Usage Option, and Message Rate Charges for Dial Tone Lines without a Monthly Usage Option.

Per Message Unit \$.096

2. Measured Rate Charges for Usage over the Allowance for Dial Tone Lines with a Limited Monthly Usage Option, and Measured Rate Charges for Dial Tone Lines without a Monthly Usage Option, and Dial Tone Lines with an Exchange Flat/Measured Rate Monthly Usage Option.

Per Message, Per Minute or Fraction Thereof						
Airline	Rate Period 1		Rate Period 2		Rate Period 3	
	Day		Evening		Night/Weekend	
	Initial	Each Add'l	Initial	Each Add'l	Initial	Each Add'l
<u>Mile</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0-8	\$.0280	\$.0160	\$.0168	\$.0096	\$.0112	\$.0064
9-13	.0400	.0200	.0240	.0120	.0160	.0080
14-18	.0510	.0270	.0306	.0162	.0204	.0108
19-23	.0600	.0320	.0360	.0192	.0240	.0128
24-28	.0730	.0370	.0438	.0222	.0292	.0148
29-38	.0840	.0440	.0504	.0264	.0336	.0176
39-48	.0950	.0480	.0570	.0288	.0380	.0192

3. Local Usage Charge for end users for alternately billed calls from pay telephones.

Per Local Call \$.25

* Local calls originating from pay phones through a Telecommunications Relay Service (TRS) are free of charge.

Issued: May 11, 2012

Effective: May 14, 2012

Effective: May 7, 2012

OPERATOR-ASSISTED LOCAL CALL SERVICE

B. REGULATIONS (Cont'd)

8. Operator Assistance Charges, as specified in C. following, do not apply for the following calls:

- a. Calls to Telephone Company-listed Official Public Emergency Agencies
- b. Calls to official Telephone Company numbers
- c. Calls to Directory Assistance Service
- d. Calls from persons experiencing dialing difficulty
- e. Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Telephone Company.

C. RATES

The following charges are in addition to any charges for local messages, as specified in the Local Exchange Services Tariff and as outlined above.

	Charge Per Call
1. Operator-serviced Calling Card.....	\$.60
2. Collect, billed-to-third number or operator-dialed	\$.85
3. Person-to-person	\$1.65
4. Corrections Collect Call.....	\$.75

Central Telephone Company of Virginia Tariff - Operator Assist Rate

GENERAL SUBSCRIBER SERVICES TARIFF

Central Telephone Company
Of Virginia

Tariff SCC No. 1
Third Revised Page 3
Cancels Second Revised Page 3

ISSUED: June 18, 2012

EFFECTIVE: July 1, 2012

18. OPERATOR ASSISTED SERVICES

18.2 OPERATOR ASSISTED SERVICES

18.2.2 Regulations (Cont'd)

B. Application of Rates (Cont'd)

The charges for Station-to-Station Operator-assisted and Person-to-person calls are shown in Section 18.2.2C. Charges for Operator-assisted calls apply in addition to the Customer Dialed Direct Station-to-Station rates which are shown in Section 23.5.2.

No discounts apply to Operator-assisted call charges.

C. Operator Assisted Call Charges

	Charge Per Call
Station-to-station customer dialed Calling Card	\$ 0.78 (I)
Station-to-station operator assisted other than customer dialed Calling Card	1.98 (I)
Person-to-person	3.90 (I)

United Telephone Southeast LLC Virginia - Operator Assist Rate

GENERAL SUBSCRIBER SERVICES TARIFF

United Telephone Southeast LLC
Virginia

Tariff SCC No. 1
Second Revised Page 2
Cancels First Revised Page 2

ISSUED: June 18, 2012

EFFECTIVE: July 1, 2012

U18. OPERATOR ASSISTED SERVICES

U18.1 OPERATOR ASSISTED SERVICES (Cont'd)

U18.1.2 REGULATIONS (Cont'd)

a. Classes of Service (Cont'd)

2. Person-to-person

All person-to-person calls are handled by a Telephone Company operator; rates are specified in the tariffs.

Chargeable time for person-to-person calls begins when connection is established between the calling person and the particular person or station specified or an agreed alternate and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the Telephone Company network or by the Telephone Company operator.

U18.1.3 RATES

Operator Assisted Call Charges

- | | | |
|----|--|-------------|
| a. | Station-to-station Customer Dialed Calling Card | \$ 0.79 (l) |
| b. | Station-to-station Operator Assisted other than Customer Dialed Calling Card | 0.63 (l) |
| c. | Person-to-person | 3.96 (l) |

Exhibit E-4

South Carolina

Contents

- South Carolina Public Service Commission Rules Excerpt
- RFP Excerpt - Anderson County, SC
- Excerpt from Pay Tel Contract with Anderson City, SC
- AT&T Local Operator Assisted Call Rate (Tariff)

South Carolina Public Service Commission Rules Excerpt

DOCKET NO. 90-305-C - ORDER NO. 91-122
MARCH 4, 1991
PAGE 28

Telephones to cease and desist should be denied. Additionally, the Commission held in abeyance ruling on Southern Bell's motion for an accounting of any revenues derived from providing services and for a refund. Again, in light of the Commission's determination that the Applicants should be granted a Certificate of Public Convenience and Necessity, Southern Bell's motion should be denied.

F. CONDITIONS OF CERTIFICATION
FINDINGS AND CONCLUSIONS

1. The Applicants certified herein shall comply with all Commission guidelines pertaining to the provision of COCOT service as set forth in Docket No. 85-150 and any other relevant proceedings. Any departure from the requirements of the guidelines will not be allowed without a specific request for a waiver.

2. Waiver of the guidelines is not to be considered a grant of authority to provide "0+" collect store and forward calling from confinement facilities. Rather, it is merely the authorization to program the facilities so that they may carry such calls once proper certification is given by the Commission for "0+" collect calling from confinement facilities only.

3. Any confinement facility COCOT provider wishing to provide interLATA, intraLATA or local "0+" collect calling using store and forward technology should file an application with the Commission requesting certification to provide any or all of above-mentioned services.

4. That the rates charged for such "0+" collect calls from confinement facilities on a local or intraLATA basis shall be no

more than the rates charged by the LEC for local or intraLATA operator assisted calls at the time such call is completed.

5. That the rates charged for "0+" collect calls from confinement facilities on an interLATA basis shall be no more than the rates charged for interLATA operator assisted calls by AT&T Communications at the time such call is completed.

6. A rate structure incorporating a maximum rate level with the flexibility for downward adjustment has been previously adopted by this Commission. IN RE: Application of GTE Sprint Communications Corporations, etc., Order 84-622, issued in Docket 84-10-C on August 2, 1984. The Commission herein finds that the appropriate rate structure for the Applicants should include a maximum rate level for each tariff charge, with the restrictions of paragraphs 4 and 5 above duly incorporated.

7. That while the Commission is conscious of the need for the Applicants to adjust rates and charges timely to reflect the forces of economic competition, rate and tariff adjustments below the maximum levels should not be accomplished without notice to the Commission and to the public. The Company shall incorporate provisions for filing rate changes and publication of notice of such changes two weeks prior to the effective date of such changes, and affidavits of publication must be filed with the Commission. Any proposed increase in the maximum rate level reflected in the tariffs of the Company, which should be applicable to the general body of subscribers would constitute a general ratemaking proceeding which would be treated in accordance with the notice and

RFP Excerpt - Anderson County, SC

REQUEST FOR PROPOSAL

INMATE TELEPHONE SYSTEM

Read all parts of this proposal package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

Failure to comply with the above could result in your proposal being declared non-responsive and may result in your Proposal not being considered.

ALL QUESTIONS SHOULD BE ADDRESSED TO THE PERSON LISTED IN BLOCK 3 OF THE "SOLICITATION OFFER AND AWARD FORM" PRIOR TO COMPLETING AND SUBMITTING THE PROPOSAL.

Contracting Officer or Authorized Representative:	<i>Signature of Proposer:</i>	<i>Date:</i>
Robert E. Carroll, Central Services Division Director		September 11, 2003

20. The responder/ bidder/ vendor must provide and install adequate surge and lightening protection and power failure protection installed on all lines on all own premise equipment used and required by the system.
21. The responder/ bidder/ vendor shall be the sole source supplier and provider of the inmate telephone system.
22. Notifications to caller concerning rates.
23. Provide one separate dial tone and one number for each inmate telephone provided.
24. Provide telephone at location that can be used by disabled persons including text telephones.
25. Provide voice recording of all inmate telephone calls.
26. Must have the ability to record telephone conversation and retain for a minimum of thirty (30) days. Provide a report as to location, phone number called, phone number of call, inmate pin number making the call, date of call, start time/ ending time of call, duration of call and other related information and provide the same in a detailed report.
27. System should be able to detect and report the telephone numbers most frequently called and identify those same numbers frequently called by different inmates.
28. Identify calls to county employees homes from inmate telephones.
29. Provide system back-up and archival storage of call details and other information including the voice recordings remotely as well as on-site.
30. Provide training to staff as needed including remedial training or training for new employees in the future at no cost.
31. Provide accessible "800" or other "toll free" number where a billed party may call regarding questions concerning billing and other service problems. All inquiries shall be resolved as promptly as possible.
32. System shall provide the ability to enable and disable phones individually or in groups using the system workstation. This function must provide the option to disable all calls in progress instantly or to disable following completion of all calls currently in progress.
33. System workstation must provide extensive security level controls enabling various levels of access for each system function (administration, monitoring, recording, report generation, etc)
34. Back up or archival storage of voice recordings must be accomplished using CD/DVD media. DAT or other storage forms offering linear access are not acceptable.
35. Servers provided with the system must be in a RAID (Redundant Array of Independent Disks) configuration.
36. Workstations provided must be manufactured by a known, reliable vendor: Dell, IBM or comparable.
37. Responder/ bidder/ vendor is responsible for all billing disputes, claims or liabilities that may arise in the provision of service.
38. Rates shall not exceed tariffs as mandated by the South Carolina Public Service Commission. Anderson County desires to keep the rates for local telephone calls as low as possible.
39. Any commissions paid to the County shall be paid monthly with detailed information as to number of calls broken down by local and long distance.
40. Commissions paid shall be made on the provider's TOTAL GROSS REVENUES received from the inmate telephone system. This shall include those calls which are uncollectable or "bad debt".

Excerpt from Anderson City Contract with Pay Tel

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 20 day of SEPTEMBER, 2002 by and between Anderson City Jail of the one part, hereinafter collectively "City," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, City and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, City understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 City warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. City further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, City shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement City commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for City as to all inmate telecommunication Services upon the Premises. In this regard, City agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.2 City shall not be responsible for any losses due to fraudulent calls. City agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 City acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and City agrees that no action will be taken unreasonably to impede such usage.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the City and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the South Carolina Public Utilities Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and City hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. City will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 City hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the South Carolina Public Utilities Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by City to be personal property and not fixtures and it is the express intention of both City and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. City shall notify Pay Tel of any malfunctions or loss of equipment.

AT&T South Carolina - Local Collect

AT&T SOUTH CAROLINA

GENERAL EXCHANGE GUIDEBOOK

First Revised Page 24

SC-12-0074

EFFECTIVE: October 1, 2012

A3. BASIC LOCAL EXCHANGE SERVICE

A3.8 Operator Assisted Local Calls

A3.8.1 Operator Assistance Charges

- A. All types of local exchange service have local calling areas as specified in A3.4 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls), on a local coin call rate basis, on a message rate basis (charges based on the number of calls), or on a measured service basis (charges based on a combination of one or more measured service rating elements).
- B. Local dial call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.
- C. The following service charges for operator assisted local calls apply in addition to the local dial rate applicable:
 1. Station-to-Station

	Charge Per Call	USOC
(a) Customer Dialed Calling Card ^{1,2}	\$ 1.00	NA
(b) Operator Services Assisted ^{1,2}	2.50	NA
2. Person-to-Person		
(a) Each ²	5.00	NA
3. Zero Minus Charge ³		
(a) Provision of Area Code, Place Name (in what Area Code is a city or exchange), Ring Back (caller wants call back to test whether equipment connected to his line "rings" when outside caller dials his number), Operator Dialing of 800, 888, 877, 866 and 855 numbers on the caller's behalf, each request (one request per call)	1.25	NA

- D. The following Operator Assisted Local Calls are exempt from the service charge:
 1. Calls to designated Company numbers for official telephone business.
 2. Emergency calls to recognizable authorized civil agencies.
 3. Those cases where a Company operator provides assistance to:
 - a. Reestablish a call which has been interrupted after the called number has been reached.
 - b. Reach the called telephone number where facility problems prevent customer dial completion.
 - c. A call placed by a customer dialing 0- and identifying himself/herself as being visually or physically disabled and unable to place the call due to the disability.
 - d. A call placed by a residence customer dialing 0+ and identified as being a certified visually or physically disabled customer through the use of the customer's Calling Card.

(T)

A3.8.2 Operator Assisted Premium Plan

- A. A premium is defined as a commission applicable to surcharge revenue associated with local operator assisted call requests sent to the Company by the customer. Such premiums may be payable to subscribing customers based on the Company's surcharge revenue generated by said calls. These calls must:
 1. originate from a telephone line associated with the customer's account.
 2. originate and terminate in the same Basic Local Calling Area.
 3. be carried and completed by the Company via Company facilities and
 4. be billed by the Company.

In the event the Company billing records used to determine the premiums are destroyed or lost, the Company shall not be liable for payments of premiums on such lost data.

Note 1: These charges also apply to Directory Assistance calls.

Note 2: Calls dialed 0 - and 0 + from Access Line Service for Payphone Service Providers, excluding SmartLine service, must be alternately billed to an account other than the originating line.

Note 3: Applies when customer dials zero and no other digits from a local exchange wireline, requests and receives service as described. This charge is not applied to requests originating from payphones or wireless.

All AT&T and BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariff are owned by AT&T Intellectual Property or AT&T affiliated companies.

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: October 1, 2005
BY: President - South Carolina
Columbia, South Carolina

GENERAL EXCHANGE PRICE LIST

Original Page 9

EFFECTIVE: October 1, 2005

A7. COIN TELEPHONE SERVICE**A7.4 Access Line Service For Payphone Service Provider Telephones (Cont'd)**

(T)

A7.4.5 Rates and Charges (Cont'd)**A. Access Line Service for Payphone Service Provider Telephones - Rates and Charges applied by the Company (Cont'd)**

(T)

5. Switched Access Charges for usage as provided in Sections E3. and E6. of the Access Service Tariff apply. Charges are billable to the interexchange carrier.
6. Intrastate intraLATA long distance charges apply on a per message basis based on toll rates (as provided in A18.3.1.G. of this Tariff) plus the appropriate additive operator services charges (as provided in A18.3.1.G. of this Tariff). Local charges apply on a per message basis based on the applicable local message rate charges (as provided in A7.4.5 of this Tariff) plus the appropriate additive operator services charges (as provided in A3.8.1 of this Tariff).
The subscriber to Access Line Service for Coinless pay telephones shall be responsible for the payment of outgoing local calls and long distance intraLATA calls which are charged by the calling party to a commercial credit card.
7. At the request of the subscriber, Touch-Tone calling service may be provided as covered in A13.2 of this Tariff for business individual line service.
8. Where facilities are not available in the serving central office, Access Line Service for Payphone Service Provider telephones may be provided from another office with applicable rates and charges as provided in Section A9. of this Tariff for Foreign Exchange or Foreign Central Office Service.
9. Service Charges as covered in Section A4. of this Tariff for business individual line service are applicable.
10. Zone charges as covered in Section A3. of this Tariff for business individual line service are applicable.
11. Directory Assistance charges as specified in A3.12.2 and A18.7.2 will be applicable to all subscribers.
12. Non-sent paid local calls from pay telephones located on the site of hotels, motels, airports, bus stations, train stations, entertainment facilities, retail facilities, apartments, highways, military establishments, colleges, factories, private profit making hospitals and medical groups will be charged to the end user at the rate of \$.25 per call plus the appropriate operator surcharge in Section A3.
13. Non-sent paid local calls from pay telephones located on the site of low income housing projects or mobile home parks, within one block of low income housing, non-profit hospitals, nursing homes, elementary or secondary schools, city sidewalks and correctional institutions will be charged to the end user at the rate of \$.10 per call plus the appropriate operator surcharge in Section A3.

(C)

(T)

14. (DELETED)

(D)

B. Access Line Service for Payphone Service Provider Telephones - Rates and Charges Applied by the Subscriber

(T)

1. (DELETED)
2. The charge for intrastate long distance calls should be no higher than the highest current rates charged by any South Carolina Public Service Commission certified carrier.
3. (DELETED)
4. (DELETED)
5. (DELETED)

(D)

(C)

(D)

(D)

(D)

Exhibit E-5

Florida

Contents

- RFP Excerpt - Citrus County RFP
- AT&T Local Operator Assisted Call Rate (Tariff)
- BellSouth Local Operator Assisted Call Rate (Tariff)
- Excerpt from Levy County Contract with Pay Tel

Citrus County, Florida RFP Excerpt



REQUEST FOR PROPOSAL

RFP # 008-10
Inmate Telephone Services

Proposal Due Date: March 31, 2010 @ 2:00 PM

MANDATORY Pre-Proposal Conference: March 17, 2010 @ 10:00 AM

Advertised March 7, 2010
Citrus County Chronicle
ONVIA DemandStar®

CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

5.0 Services Provided by Vendor:

5.1 Inmate Telephone System: Without cost to County, Vendor shall provide an inmate telephone system for use by the inmates at County's detention center located at 2604 W. Woodland Ridge Drive, Lecanto, Florida 34461, and any other County facility that Vendor may be permitted to install its system in the future (hereinafter referred to as "Project Site"). An inmate telephone system consists of coinless telephones for use by inmates for making collect, debit and prepaid calls located in the confinement and non-confinement areas of the Project Site. Additionally, Vendor shall provide County with software records management and recording capabilities for the purpose of monitoring inmate telephone calls. Specific requirements for Vendor's Services are outlined in Exhibit "A", attached to this Agreement.

5.2 Changes in Vendor's Services: County may at any time order changes to Vendor's Services such as, but not limited to, the number of inmate telephones, the location of inmate telephones, and the type/quantity/form of inmate telephone call reporting, without additional cost to County and without invalidating the Agreement.

5.3 Charges for Inmate Telephone Calls: Vendor's charges for calls made by inmates using the inmate telephone system shall be as follows and such call rates shall be firm during the term of the Agreement. These charges do not include taxes or fees assessed by government entities, which are mandatory fees and are accepted by the Parties without modification of the Agreement.

CALL TYPE	SURCHARGE OR CONNECTION FEE	OTHER CHARGES *	CHARGE FOR FIRST MINUTE	CHARGE FOR EACH ADDITIONAL MINUTE
Local				
Intralata				
Interlata				
Interstate				
International				

* Other Charges: XXXXXXXXXXXX

After the first year, and with prior approval of County, Vendor may request an adjustment to the above charges as appropriate to ensure Vendor's profitability. However, any call charges levied by Vendor shall not exceed standard tariff approved Inmate Rates during the term of the agreement. Any changes made to the above noted charges must be done through an amendment to the Agreement.

5.4 Loss, Damage or Destruction: During the term of the Agreement, County shall not be liable for any loss, damage or destruction of, or to, the inmate telephone system provided by Vendor, for whatever reason. However, both Parties agree to cooperate and use their reasonable efforts to prevent vandalism and damage to the inmate telephone system and to reduce fraudulent calling to a minimum.

5.5 Maintenance: Vendor shall be responsible, at its sole expense, for the maintenance and repair of the inmate telephone system. County shall allow Vendor access to the Project Site during the hours of 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday, to perform any required maintenance and repair services.

5.6 Ownership of Property: Except for wiring in ceilings and walls, all equipment, fixtures and supplies furnished by Vendor for the inmate telephone system shall remain the sole property of Vendor. Upon termination or expiration of this Agreement, Vendor shall have the right to enter the Project Site during the hours of 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday, to remove all of its property.

5.7 Operating Expenses: Vendor shall be solely responsible for all expenses that relate to the provision of its Services, including, but not limited to, labor, materials, equipment, permits, and applicable licenses required to supply, install, repair and maintain the inmate telephone system. Additionally, Vendor shall be solely responsible for all expenses related to the fraudulent use of the inmate telephone system by the inmates.

EPSI/Inmate Call Rates
Citrus County, Florida Sheriff's Office

						Collect & Prepaid Rates Were Effective January 2003				
						Debit Rates Were Effective March 2007				
#	Payment Type	Call Type	Day (8am-5pm), Evening (5:01pm-11pm), Night (11:01pm-7:59am, Sat & Sun)	Distance Ranges, From (Miles)	Distance Ranges, To (Miles)	Sur-charge	Initial Minute	Additional Minute	Total Charge for 15 Minute Call	Discount (If Any), Compared To Collect Rates
1	Collect	Local	All Times	0	99,999	2.25	0.00	0.00	2.25	NA
2	Collect	IntraLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	NA
3	Collect	InterLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	NA
4	Collect	InterState	All Times	0	99,999	4.99	0.89	0.89	18.34	NA
5	Collect	InterNational	All Times	0	99,999	NA	NA	NA	NA	NA
6	Debit	Local	All Times	0	99,999	2.25	0.00	0.00	2.25	0.0%
7	Debit	IntraLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	0.0%
8	Debit	InterLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	0.0%
9	Debit	InterState	All Times	0	99,999	4.99	0.89	0.89	18.34	0.0%
10	Debit	InterNational	All Times	0	99,999	See "International CAM Debit Rates" Below				
11	Prepaid	Local	All Times	0	99,999	2.25	0.00	0.00	2.25	0.0%
12	Prepaid	IntraLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	0.0%
13	Prepaid	InterLATA	All Times	0	99,999	1.75	0.30	0.30	6.25	0.0%
14	Prepaid	InterState	All Times	0	99,999	4.99	0.89	0.89	18.34	0.0%
15	Prepaid	InterNational	All Times	0	99,999	4.25	0.99	0.99	19.10	NA

AT&T Florida Tariff - \$1.75 Local Operator Surcharge

AT&T FLORIDA

GENERAL EXCHANGE GUIDEBOOK

Original Page 48

EFFECTIVE: November 1, 2011

A3. BASIC LOCAL EXCHANGE SERVICE

A3.10 Operator Assisted Local Calls

A3.10.1 Operator Assistance Charges

- A. All types of local exchange service have local calling areas as specified in A3.3 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls), on a local coin call rate basis, on a Message rate basis (calls charged for as Message units), or on a measured service basis (charges based on a combination of one or more rating elements where Measured Service local exception tariffs are in effect).
- B. Local dial call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.
- C. The following service charges for operator assisted local calls apply in addition to the local dial rate applicable.
 1. Billing Surcharges for calls originating from other than payphone provider lines

		Nonrecurring Charge \$	USOC
(a)	Station-to-Station customer dialed calling card (credit card) calls, each	1.00	NA
(b)	Station-to-station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each ¹	2.00	NA
(c)	Person-to-person operator assisted calls, each	3.50	NA
2.	Billing Surcharges for calls originating from payphone provider lines		
(a)	Station-to-Station customer dialed calling card (credit card) calls, each	1.75	NA
(b)	Station-to-station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each ¹	1.75	NA
(c)	Person-to-person operator assisted calls, each	3.25	NA
3.	Operator Dialed Surcharge ²		
(a)	Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each	1.25	NA
4.	Zero Minus Charge ³		
	Provision of Area Code, Place Name (in what Area Code is a city or exchange), Ring Back (caller wants call back to test whether equipment connected to his line "rings" when outside caller dials his number), Operator Dialing of 800, 888, 877, 866 and 855 numbers on the caller's behalf; each request (one request per call)	1.25	NA

Note 1: Applies when the operator dials number for Directory Assistance at the customer's request.

Note 2: An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge for calls originating from other than payphone provider lines.

Note 3: Applies when customer dials zero and no other digits from a local exchange wireline, requests and receives service as described. This charge is not applied to requests originating from payphones or wireless.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

BellSouth Florida Tariff - \$1.75 Local Operator Surcharge

OFFICIAL APPROVED VERSION, RELEASED BY B5THQ

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: December 17, 2004

BY: Joseph P. Lacher, President -FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Twelfth Revised Page 99
Cancels Eleventh Revised Page 99

EFFECTIVE: January 1, 2005

A3. BASIC LOCAL EXCHANGE SERVICE

A3.10 Operator Assisted Local Calls

A3.10.1 Operator Assistance Charges

- A. All types of local exchange service have local calling areas as specified in A3.3 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls), on a local coin call rate basis, on a Message rate basis (calls charged for as Message units), or on a measured service basis (charges based on a combination of one or more rating elements where Measured Service local exception tariffs are in effect).
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(c) Person-to-person operator assisted calls, each	3.50	NA
2. Billing Surcharges for calls originating from payphone provider lines		
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(b) Station-to-station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each ¹	1.75	NA
(c) Person-to-person operator assisted calls, each	3.25	NA
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Excerpt from Levy County, FL Contract with Pay Tel

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 25th day of Jan., 2001 by and between Levy County and the Sheriff of Levy County of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system shall continue for a period of one (1) year from that date. At the end of the initial term this Agreement shall be automatically renewed for four (4) one (1) year terms unless Pay Tel materially breaches the Agreement. Such breach shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

4.3 Sheriff acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and Sheriff agrees that no action will be taken unreasonably to impede such usage.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Florida Public Service Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the Florida Public Service Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.